

Collective Bargaining Agreement

Between the

Town of Needham

and the

Massachusetts Laborers' Public Employees' Council in behalf of the

Needham Independent Town Workers' Association

Local 1116 of the Laborers' International Union of North America

July 1, 2011 – June 30, 2014

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THIS AGREEMENT made and entered into this 1st day of July, 2011 by and between the Town of Needham (hereinafter called "Town"), acting by and through its duly designated representatives, and the Needham Independent Town Workers' Association (hereinafter called "Association"), under and pursuant to the provisions of Massachusetts General Laws, Chapter 150E, as amended.

ARTICLE 1

STABILITY OF AGREEMENT

1.1 If any of the provisions of this Agreement are found by a court of competent jurisdiction to be in conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect. The provisions of Section 7, of chapter 150E shall not be waived, by the preceding paragraph.

1.2 The parties acknowledge that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party may, however, propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by letters of mutual intent which shall be signed by representatives of the parties duly authorized by the Town and the Association.

1.3 The failure of the Town or the Association to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Association to future performance of any such terms or conditions, and obligations of the Association or of the Town to such future performance shall continue in full force and effect.

ARTICLE 2

RECOGNITION

PERSONS COVERED BY THIS AGREEMENT

2.1 Pursuant to the voluntary recognition by the duly authorized authorities of the Town as herein recited, the Town recognizes the Association personnel as herein identified for the purpose of collective bargaining with a view toward reaching a mutual understanding and agreement relative to

questions of wages, hours, and other conditions of employment.

2.2 All other municipal employees of the Town of Needham are excluded from the terms and provisions of this Agreement.

2.3 It is understood and agreed between the parties hereto that the provisions of this Article shall not be subject to any changes in the structure or composition of the employee unit as herein provided during the term of the within contract except as may at any time be made by decision of a court of competent jurisdiction, by legislation, or by decision of an appropriate commission or other agency of the Commonwealth of Massachusetts.

ARTICLE 3 **DUES/AGENCY FEE**

3.1 Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages each pay period union membership dues required as a condition of acquiring, or retaining, membership in the Union of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked Appendix C. As a condition of employment, each employee who elects to join or maintain membership in the union shall be required to pay union dues to the Union, beginning the thirty-first (31st) day following the commencement of his/her employment, or the effective date of the agreement, whichever is later. The Employer will remit all sums deducted under such check off authorization to the Treasurer of the Union, together with a list of the employees from whom such dues have been deducted. Such remittance shall be made by the fifteenth day of the succeeding month.

3.2 The Association shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Article, or in reliance on any assignment furnished by the Employer.

3.3 The Employer will incur no liability for loss of dues money after the Association representative receives said money in person from the Town Treasurer.

3.4 The Association shall provide the Department of Human Resources with the signed acknowledgement from each member on Appendix C electing to have the union dues deducted from his or her pay. Such release will be submitted for deduction for the next available payroll processing period.

3.5 Neither the Employer nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the

purpose of collective bargaining or other mutual aid or protection.

3.6 Agency Fee

3.6.1 As a condition of employment, each employee who elects not to join or maintain membership in the union shall be required to pay an agency fee to the Association, beginning the thirty-first (31st) day following the commencement of his/her employment, or the effective date of the agreement, whichever is later. The Employer shall deduct from earned wages each pay period the agency fee required as a condition of acquiring, or retaining, employment of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked Appendix C. The Employer will remit all sums deducted under such check off authorization to the Treasurer of the Association, together with a list of the employees from whom such dues have been deducted. Such remittance shall be made by the fifteenth day of the succeeding month.

3.6.2 An employee who does not elect to pay union dues must consent in writing (Appendix C) to the authorization of the deduction of an agency fee from his or her wages and to the designation of the LIUNA Local 1116 as the recipient thereof. Such consent shall be in a form acceptable to the Town, and shall bear the signature of the employee.

3.6.3 The Association shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Article, or in reliance on any assignment furnished by the Employer.

3.6.4 The Employer will incur no liability for loss of agency fee money after the Association representative receives said money in person from the Town Treasurer.

3.6.5 The Association shall provide the Department of Human Resources with the signed acknowledgement on Appendix C from each member electing the agency fee deducted from his or her pay. Such release will be submitted for deduction for the next available payroll processing period.

3.7 The Association shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.

ARTICLE 4

UNION SECURITY

4.1 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Association membership, Association affiliation or lawful Association activities.

4.2 When contract negotiations are held during normal working hours (8:30 a.m. - 5:00 p.m.), members of the bargaining committee may be released from work to attend negotiations,

without a loss in pay. The Town will not pay members of the bargaining committee for bargaining sessions held during non-working hours. A department manager of a member of the bargaining committee, solely at his/her discretion, has the right to refuse to release a bargaining committee employee if the operating needs of the department require the presence of the bargaining committee employee. For the purposes of contract negotiations, the bargaining committee shall be limited to four members and bargaining committee members cannot be part of the same Division or Department. The Association agrees to provide a list of bargaining committee members to the Director of Human Resources annually and within 30 days when changes occur.

4.3 Officers of the ITWA shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Request for such time off shall be made to the appropriate department manager and will not be unreasonably denied. One member of the Association shall be allowed to accompany the grievant to a grievance hearing. Neither the employee who has filed the grievance nor the member of the Association attending the grievance hearing shall have a loss of pay for attending a grievance hearing that is scheduled during normal working hours. No additional pay will be paid to the employee filing the grievance or the Association representative attending the grievance hearing if the grievance hearing is scheduled during non-working hours.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 Except as expressly and specifically limited or restricted by a provision of this Agreement, the Town has and shall retain the full right of management and direction of its operations. Such rights of management include among other things, but are not limited to, the right to plan, direct, control, initiate and discontinue programs, services and operations, in whole or in part; to determine the programs or services to be provided; to change the manner or method in which programs or services are provided; to change or to introduce new manners, methods or facilities to be utilized; to subcontract those programs or services or parts thereof that the Town deems advisable; to discharge or discipline employees for just cause; to determine the schedules and number of hours to be worked, provided, however, the Town shall not act in an arbitrary and capricious manner; to determine the workforce; to determine the number of employees it shall employ at any time; and the qualifications necessary for any of the jobs it may have or may create in the future; to assign work duties in accordance with the determinations of the needs of the jobs; and to transfer, assign or reassign employees as its programs or services may require. It is agreed that the enumeration of management's rights shall not be deemed to exclude other management rights not specifically enumerated.

5.2 Rules The Town shall have the right to make and enforce reasonable rules and regulations governing its services and programs, the manner and means of performing work, performance standards, attendance, and any other matter so long as said rules and regulations are not in conflict with the Agreement. The Town shall have the right from time to time to change, alter, amend and add to such rules. Such rules shall be enforced and be in effect upon being posted at the Town's facilities and a copy of such rules prior to posting shall be furnished to the Association.

5.2.1 The Association further agrees to assist the Town in upholding and in enforcing such rules and regulations.

ARTICLE 6

HOURS OF WORK

6.1 The full-time workweek shall be thirty-seven and one-half (37.5) hours within a seven (7) day calendar work period, as scheduled by the management of the various departments. Irregular work schedules, due to seasonal requirements, shall be determined by the management of the various departments after having given due consideration to the convenience of the employee involved.

6.2 With the advance approval of the Town Manager/designee, and upon the written request of the employee, department managers may authorize members of the bargaining unit to participate in the Flex-Hour Program. Department managers may discontinue the Flex-Hour program for their departments for individual participants at any time if deemed in the best interests of the Department.

6.2.1 Departments participating in Flextime must schedule employee arrivals and departures so that all departments/divisions will be opened and covered by adequate staffing from 8:30 a.m. to 5:00 p.m.

6.2.2 Participation in the Flextime Program is strictly voluntary. All employees electing not to participate will be required to work from 8:30 a.m. to 5:00 p.m., Monday through Friday.

6.2.3 Core hours during which all employees must be scheduled to work are 9:30 a.m. to 4:00 p.m., Monday through Friday.

6.2.4 All full-time employees will work 37.5 hours per week. Employees shall take a one (1) hour lunch break each day, unless the employee requests and the department manager approves a one-half hour lunch break each day. A one-half hour lunch break may be revoked by the department manager at any time.

6.2.5 Lunch period may be taken between 11:30 a.m. and 2:30 p.m., except that lunch may be taken between 11:00 a.m. and 3:00 p.m. by employees of the Council on Aging.

6.2.6 Employee start times may be scheduled between 8:00 and 9:30 a.m. Employee quit times may be scheduled between 4:00 and 6:00 p.m. Employees may start work between 7:00 a.m. and 8:00 a.m. with written approval of the Town Manager upon written request from the department manager to the Director of Human Resources.. Once a time is selected by an employee, it becomes a permanent schedule for that employee and part of the department's Flextime schedule to ensure coverage.

6.2.7 Flextime is not intended to permit employees to start and finish their work at varying

times each day, or to take a different type of lunch period (i.e., one hour or one-half hour) each day. It permits employees to select the same, permanent working schedule for every day of the week.

6.2.8 Employees wishing to change their Flextime schedule must request such change in writing from their department manager. Flextime schedules may not be changed without written approval from the department manager, the Director of Human Resources and the Town Manager/designee.

6.2.9 The decision of a Town Manager to approve, deny, or revoke flextime hours shall not be grievable.

6.3 Building Hours There may be occasions when the Town Manager determines to change the building hours of operation in one or more municipal buildings. The change in building hours of operation may result in a change to a member's regularly scheduled hours of work that will not prevent a member from working his/her regular weekly hours (e.g. 37.5 hours/wk, 30 hours/wk, 20 hours/week, etc). Changes under this section will consist of the Monday through Friday schedule.

ARTICLE 7

HOLIDAYS

7.1 Full-time and permanent part-time employees shall be granted the following eleven and one-half paid holidays each year if actively employed on the occurrence of each holiday:

New Year's Day

Martin Luther King Day

Presidents' Day

Patriots' Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

Half day the day before Christmas (half day shall mean 12:00 p.m. to 5:00 p.m. and there shall be no lunch period on that day.)

7.2 Sunday holidays shall be celebrated on the following Monday. Saturday holidays shall be celebrated on the preceding Friday.

7.3 An employee who does not work on a holiday shall be eligible for payment for that day if the employee has worked the last regularly scheduled day prior to and the next regularly scheduled working day following said holiday; or the absence on either day has been excused by the supervisor; or the employee is on full pay status.

7.4 Non-exempt employees required by their department manager to work on a recognized holiday shall receive overtime pay at the rate of time and one half their regular straight time pay for

all hours worked on such holiday, in addition to payment for regularly scheduled hours for that day (holiday leave). At the discretion of the department manager, the employee may elect to earn compensatory time at the rate of time and one half in accordance with Article 7.2 of this Agreement.

7.5 Work Schedules Employees who work non-traditional schedules are entitled to either holiday leave in the amount of 1/5 of a regular work week during the week that the holiday occurs, or payment of 1/5 of a week's pay during the week that the holiday occurs (1/10 of a week for the last working day before Christmas) at the discretion of the Town Manager.

ARTICLE 8

OVERTIME/COMPENSATORY TIME

8.1 Overtime The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All time for which an employee is on full pay status, such as sick leave, vacation leave, etc. shall be considered time worked for the purposes of calculating overtime compensation. All worked overtime must be approved in advance by the employee's department manager.

8.2 Compensatory Time At the discretion and prior approval of the department manager, and in accordance with the provisions of the United States Fair Labor Standards Act, paid compensatory time off from normally scheduled work hours may be provided to eligible employees, in lieu of payment for approved overtime work. Earned and paid compensatory time shall be reported weekly to the Accounting Office. Payment for banked compensatory hours in lieu of time off from work will be paid at the employee's termination. Payment for banked compensatory hours in lieu of time off from work may be paid prior to termination only with advance approval of the Town Manager.

ARTICLE 9

JOB POSTING

9.1 Before the Town elects to fill a vacancy in a position covered by this Agreement, such vacancy shall be posted in a conspicuous place and shall remain posted for at least five (5) working days. The posting of vacancies shall contain a statement of pay rates established for the position. Employees interested shall apply, in writing, during such seven-day period, and before the position is awarded, all qualified employees of the department where the vacancy exists will be given first consideration. If there are two or more employees of approximately the same ability, length of service will be a final factor in the consideration. Any senior applicant not appointed may request a statement in writing of the reasons why he/she was not selected. If in the opinion of the department manager no employee applicant is qualified, the position shall be filled from outside the bargaining unit.

ARTICLE 10

EDUCATIONAL REIMBURSEMENT

10.1 Upon approval of the department manager, an employee may be reimbursed for books and tuition only for schooling that is related to his/her present job up to \$500.00 per course per

employee upon satisfactory completion of the course. An employee who seeks reimbursements under this section must obtain at least a B (or equivalent) grade, and submit a written request for payment along with a copy of the course description, transcript showing grade earned and proof of payment to his or her department manager. The request will be forwarded to the Director of Human Resources for consideration. Determination as to whether a course is job-related shall be made in advance by the Town Manager

10.2 Educational reimbursement shall be subject to sufficient departmental appropriation, and shall be limited to \$2,000 per employee per fiscal year. The \$2,000 per employee per fiscal year maximum may be increased for extenuating circumstances if requested in advance by the department manager and approved by the Town Manager.

10.3 The Town Manager will request an annual appropriation of \$2,000 for the purpose of funding educational reimbursement requests from employees whose departmental budgets cannot absorb the cost, and will promulgate reasonable regulations for use therefore.

ARTICLE 11

VACATION

11.1 Policy It is the policy of the Town of Needham to grant employees vacation leave for service performed for the Town. Employees are credited with earned vacation leave on a monthly basis, subject to a maximum vacation accrual cap. Every department manager shall annually develop a vacation schedule for all employees in the department who are or may become eligible to receive vacation leave. Vacation may be taken at any time, subject to the approval of the department manager.

11.2 Eligibility Full-time and permanent part-time employees who have successfully completed the six (6) month probationary period shall be eligible for vacation leave under subsections 11.3 through 11.8 of this article. Upon written request, the Town Manager may waive the six (6) month probationary period for purposes of this section.

11.3 Accumulation

11.3.1 Use and Accumulation Employees shall be allowed to carry accumulated vacation leave from one fiscal year to the next in the amount of their allotment plus seventy-five (75) hours.

11.3.2 Employees will be credited with their earned vacation leave on or about the last day of each full calendar month of service, up to their maximum vacation accrual cap.

11.3.3 Employees who are on unpaid leave for more than five (5) days during a calendar month shall not receive credit for that month for the purposes of vacation accrual.

11.4 Accrual Rate

11.4.1 Accrual Rate Subject to the provision of this subsection and subsection 11.7.2,

vacation leave will be granted as follows:

Length of Continuous Service	Monthly Accrual Annual Rate 37.5	Maximum Equivalent to be Accrued	Vacation must be taken in order to maintain accrual at
Less than 5 years	6.25	10 days 150 hours	143.75 hours
5 to 10 years	9.375	15 days 187.5 hours	178.125 hours
10 to 20 years	12.5	20 days 225 hours	212.5 hours
Over 20 years	15.63	25 days 262.5 hours	246.875 hours

Employees may not accrue paid vacation time in excess of their annual accumulation plus ten (10) days (the maximum vacation accrual cap). Once an employee has reached his or her maximum vacation accrual cap, the employee shall cease to accrue vacation time. An employee will resume accrual of vacation under the above schedule when, and to the extent that, his or her total accumulated vacation time falls below his or her maximum vacation accrual cap.

11.4.2 Upon written request from the department manager and the Director of Human Resources, the Town Manager may approve an accelerated vacation accrual rate based on previous service in a similar position, in accordance with the Recruitment Policy (#107) and its revisions. Such credit may be granted in whole year increments up to, but not exceeding 9 years.

11.5 Transition Year Vacation leave accrual rates will be adjusted on the first day of the month in which an employee will be eligible for additional vacation leave. Employees are eligible for additional vacation leave on the 5th, 10th, or 20th anniversary of hire, subject to adjustment in accordance with Section 11.3.3 above.

11.6 Library Rate Vacation leave allowance of 15 days shall be granted to regular full-time employees of the Library Department for service from appointment to 10 years. Effective July 1, 2007, all new hires or promoted employees will follow the language under Section 11.4.1 Accrual Rate.

11.7 Vacation Use

11.7.1 Vacation leave will be available for use on the first day of the month following the month that the vacation was earned and credited to the vacation bank.

11.7.2 A department manager may recommend and the Town Manager may approve a temporary increase in the maximum vacation accrual cap in extraordinary circumstances, when it would be impractical for the employee to take his or her vacation. Such situations shall include, but not be limited to, employee illness, staff turnover, or departmental workload. Any such increase is subject to a review in six (6) month increments, and may not exceed 75 hours.

11.7.3 Other Uses of Vacation Leave At the discretion of the department manager, an employee, whose absence from work due to illness is in excess of the amount of time available in the employee's non-occupational sick leave bank, may be permitted to charge such absence to unused vacation leave allowance earned.

11.7.4 Employees who are not able to take vacation due to departmental workload, may convert a maximum of five days to non-occupational sick leave per fiscal year.

11.8 Termination

11.8.1 When an employee leaves Town service for any reason, he or she will be paid an amount equal to the vacation allowance accrued but unused prior to the termination, in lieu of vacation leave. The lump sum payment requirement may be waived by the Director of Human Resources in extenuating circumstances.

11.8.2 Members of the bargaining unit who leave Town service in good standing and who return to work within two years will be entitled to receive credit for prior service for the purpose of calculating continuous service for vacation accrual upon the approval of the Town Manager. The length of the absence shall not be included in the calculation of continuous service.

ARTICLE 12 AUTHORIZED UNPAID LEAVE OF ABSENCE

12.1 At the discretion of the department manager, regular full-time and regular part-time employees who have successfully completed the probationary period may be permitted an unpaid leave of absence of up to two weeks' duration, upon submission of a written request therefore stating the reason and length of the requested leave. Upon written request, the Town Manager may waive the probationary period for the purposes of this section.

12.2 Requests for leave of absence of longer than two-weeks' duration must be submitted in writing to department manager and recommended to the Director of Human Resources and approved in advance by the Town Manager.

12.3 Employees granted leaves of absence of more than five days in a calendar month will not be eligible to earn vacation or sick leave credits for that calendar month. Employees granted leaves of absence of ten (10) or more days shall have longevity and eligibility dates adjusted by the number of days equal to the leave of absence.

ARTICLE 13 PERSONAL LEAVE

13.1 Two day's leave from work (previously known as personal and merit days) at regular straight-time pay for normally scheduled hours shall be granted every fiscal year to regular full-time and regular part-time employees, provided that such leave be requested to the department manager at

least forty-eight (48) hours prior to the date selected. Personal leave is not cumulative and must be used in the fiscal year in which it is granted.

13.2 Newly hired employees shall be granted personal leave according to the following schedule:

<u>First day of Employment</u>	<u>Personal Days</u>
July 1 - December 31	2 days
January 1 - June 30	1 day

ARTICLE 14 **CIVIC DUTY LEAVE**

14.1 An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted civic duty leave with pay upon filing of the appropriate notice with his/her department manager except that this section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment. Full-time and permanent part-time employees will be paid by the Town during the period required for court service for the difference between the amount paid them by the court, excluding travel allowance, and the amount of regular straight-time pay which would normally be received from the Town for the scheduled work time spent on approved civic duty leave.

14.2 Official summons to jury duty or witness appearance must be presented in advance to the appropriate department head to receive authorized civic duty leave.

14.3 To qualify for payment hereunder, the employee must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees received. As a condition to receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from court service for the day or a major portion thereof during regular work hours must report to work.

14.4 Absence due to authorized civic duty leave shall not affect an employee's eligibility for longevity, step increases or benefit eligibility.

14.5 Civic duty leave shall not be authorized for an employee who is involved in personal litigation.

ARTICLE 15 **MILITARY LEAVE**

15.1 Reserve Service A full-time or part-time employee who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders for a period not to exceed seventeen (17) days per calendar year; such leave to be with full regular straight time pay for normally scheduled working hours.

15.2 Draft Board Appearances and Physicals Military leave of absence with full regular straight-time pay for normally scheduled work hours shall be granted to regular full-time or regular part-time employees on occasion of their required appearance under orders before armed forces draft boards or for physical examinations required by such boards.

15.3 Active Duty Military leave of absence without pay shall be granted to regular full-time and regular part-time employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual reserve routine tour of duty.

15.4 Notification and Approval Requirements Every employee desiring military leave as provided hereunder shall request it in writing in advance from the appropriate department manager, and such request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

ARTICLE 16

MATERNITY, PARENTAL AND ADOPTIVE LEAVE

16.1 Maternity Leave Incorporated herein by reference and considered an integral part thereof is the Town's Maternity Policy #306 and its revisions.

16.2 Parental Leave Incorporated herein by reference and considered an integral part thereof is the Town's Parental Leave Policy #308 and its revisions.

16.3 Adoptive Leave Incorporated herein by reference and considered an integral part thereof is the Town's Adoptive Leave Policy #307 and its revisions.

ARTICLE 17

FAMILY LEAVE

17.1 Incorporated herein by reference and considered an integral part thereof is the Town's FMLA Leave Policy #312 and its revisions.

17.2 Sick Leave and Vacation Leave Accrual

17.2.1 Employees who are on an unpaid family leave for more than five days in a calendar month shall not accrue non-occupational sick leave for that month.

17.2.2 Employees who are on an unpaid family leave for more than five days in a calendar month shall not accrue vacation credit for that month.

17.3. Longevity and Step Increases

17.3.1 Employees who are on an unpaid family leave for ten or more days shall have their longevity and satisfactory performance step date (if applicable) adjusted by the number of calendar days spent on said leave.

ARTICLE 18

BEREAVEMENT LEAVE

18.1 Bereavement leave without loss of regular straight-time pay for normally scheduled working hours, not to exceed five (5) business days beginning with the death or concluding two days after the funeral or other service, or other appropriate period approved by the Town Manager, shall be granted to any employee on account of a death in the immediate family of the employee; immediate family to include spouse, parents, parents of spouse, children, brothers, sisters, grandparents, and grandchildren of the employee. Bereavement leave of up to one day without loss of regular straight-time pay for normally scheduled working hours may be granted per occurrence for the death of an employee's niece, nephew, brother-in-law, sister-in-law, aunt or uncle.

ARTICLE 19

NON-OCCUPATIONAL SICK LEAVE

19.1 Eligibility Regular full-time and regular part-time employees shall be eligible for non-occupational sick leave as provided hereunder.

19.2 Accrual Regular full-time employees shall accrue one and one-quarter (1 1/4) days non-occupational sick leave and regular part-time employees shall accrue a proportionate part thereof in the ratio that their part-time employment bears to full-time employment, for each full calendar month of continuous employment per fiscal year. The aforementioned accruals shall be added to the employee's permanent record of available non-occupational sick leave and referred to as the "non-occupational sick leave credit" or "non-occupational sick leave balance."

19.3 Usage Sick leave may be used under the following circumstances:

19.3.1 When an employee cannot perform his/her duties because of incapacitation caused by personal illness or injury.

19.3.2 When an employee's immediate family member is ill. In this case, the employee may utilize sick leave credits up to a maximum of ten (10) days per fiscal year. For the purpose of this section, family member shall be defined as spouse, mother, father, child, or ward of the employee or his/her spouse.

19.3.3 When through exposure to contagious disease, the presence of the employee would jeopardize the health of others.

19.3.4 Non-occupational sick leave may be used for scheduled medical appointments for the treatment of existing conditions, diagnostic procedures or consultations, if such appointments cannot be reasonably scheduled outside normal working hours. Employees who schedule appointments for routine medical or dental examinations during work hours must use personal, vacation or compensatory time, except as stated in Section 19.3.5.

19.3.5 One non-occupational sick leave credit (the equivalent of 7.5 hours) may be used each fiscal year for the purpose of preventive medical or dental appointments. The department manager may require the employee to submit medical documentation by a practicing physician to substantiate the use of sick leave credit for the purpose of preventive medical or dental appointments.

19.4 During each fiscal year, there shall be charged regularly to the employee's total non-occupational sick leave credit the total number of days or partial days absent from work because of non-occupational illness for which the employee was paid the regular straight-time pay for normally scheduled hours absent due to non-occupational sick leave.

19.5 Notification Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the department manager by the employee his/her self, or the employee's family or physician in the case of an emergency. This notification shall be made each day the employee is absent.

19.6 Certification of Illness, Injury or Quarantine The manager of each department may investigate and ascertain the validity of any request for non-occupational sick leave made by an employee, and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the department manager or Town Manager in any case of when non-occupational sick leave is used, such a request shall not be unreasonably applied.

19.7 Extended Sick Leave

19.7.1 When a regular full-time or regular part-time employee has exhausted available non-occupational sick leave credits, extended sick leave with pay in excess of earned sick leave may be granted on an individual basis by the Town Manager for up to sixty (60) days per fiscal year, upon receipt of a written request for extended sick leave submitted by the employee's department manager, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.

19.7.2 Requests for extended sick leave as provided herein shall not be submitted until the employee has used all available paid leave credit, including vacation leave and personal leave.

19.7.3 In determining whether to grant extended sick leave, the Town Manager shall take into account the employee's length of continuous employment, absence record, and performance appraisals. Granting of extended sick leave is subject to availability of appropriation and shall not be subject to the grievance and arbitration procedure.

19.7.4 Any employee granted extended sick leave as provided herein will not receive credit for such leave for the purpose of determining vacation or other leave eligibility, and the amount of time spent on extended sick leave shall not be included in computation of continuous service.

19.8 Non-occupational Sick Leave Buy-Back

19.8.1 Employees hired prior to July 1, 2007, who terminates employment with the Town by retirement or disability shall be entitled to a cash payment upon termination at the employee's current rate of pay for twenty-five percent (25%) of the non-occupational sick leave credit outstanding after proper adjustments are made for the current fiscal year. The spouse, duly designated beneficiary or legal representative of the estate of an employee whose employment with the Town is terminated by death, shall be entitled to cash payment at the employee's rate at the time of termination for twenty-five (25%) of the non-occupational sick leave credit outstanding at the time of termination after proper adjustments are made for the current fiscal year. Employees who are hired after July 1, 1994 shall be subject to a 960 hour cap on the number of sick days to be used in calculating the 25% sick leave buy-back at retirement. The 960 hour cap shall not be construed as limiting the accumulation of non-occupational sick leave. Employees hired on or after July 1, 2007 are ineligible for participation in the non-occupational sick leave buy back program provisions contained in this section.

19.8.2 Members of the bargaining unit with a minimum of 225 hours in their sick bank shall be eligible to convert non-occupational sick leave to vacation leave under the following circumstances:

<u>Sick Days Used In Fiscal Year</u>	<u>Sick Days Traded For Vacation Days</u>
0-2 days (0-15 hours)	3 days (22.5 hours)
2+ - 4 days (15.1 - 30 hours)	2 days (15 hours)
4+ - 5 days (30.1 - 37.5 hours)	1 day (7.5 hours)
5+ days (37.6+ hours)	0 days (0 hours)

Under extraordinary circumstances, such as severe illness or work-related injury, the Town Manager may approve the conversion of sick days if the employee would otherwise qualify but for the circumstances in question. Such approval will only be granted if the employee has at least 60 days (450 hours) in his/her non-occupational sick leave bank.

19.9 Payment of Non-occupational Sick Leave to Employees Receiving Workers' Compensation

Employees receiving workers' compensation may be granted sick leave pay from their available non-occupational sick leave credit in an amount that, when added to the workers' compensation

payment will result in payment equal to their regular straight-time pay for normally scheduled work during the period of absence for a work-related injury.

19.10 Light Duty

19.10.1 If, after missing ten (10) consecutive work days due to a non-work-related illness or injury, an employee is unable to return to full duty status, the employee or his/her department manager may request that a Town-designated physician examine the employee to determine his or her fitness to perform light duty. Said examination shall be at the Town's expense. Before making a determination, the Town-designated physician shall consult with the employee's treating physician.

19.10.2 The Town shall provide both the Town-designated physician and the employee's treating physician with a detailed analysis of the physical requirements of the light duty tasks proposed. Both physicians shall be asked to make a determination of the fitness of said employee to perform the specific physical requirements of each light duty task. Each physician shall be asked to specify which, if any, light duty tasks the examined employee is not capable of performing. In the event that the physicians submit conflicting reports, the determination made by the employee's treating physician will be accepted.

19.10.3 In the event that an employee is assigned to light duty, such light duty shall not interfere with on-going medical treatment.

19.10.4 Light duty assignments shall be reviewed in increments of two (2) months.

19.10.5 Light duty tasks shall be determined by the Town Manager after consultation with the department manager

19.10.6 The employee's rate of pay shall not be affected by light duty assignments less than two consecutive months in duration.

ARTICLE 20 **WORKERS' COMPENSATION**

20.1 When a member of the bargaining unit suffers an illness or injury causally related to his/her employment with the Town, he/she shall be provided workers' compensation benefits in accordance with MGL Chapter 152, and pursuant to the following provisions.

20.2 The Town reserves the right to require the employee to seek initial medical treatment at a medical facility designated by the Town.

20.3 The Town reserves the right to establish an approved list of medical providers which shall be the only providers employees may use for work-related injuries. The approved network will be determined after consultation with the Association.

20.4 Leave and Benefit Accrual

20.4.1 Sick Leave/Vacation Employees who receive workers' compensation payment for more than ten (10) days in a calendar month shall not be entitled to accrue vacation or sick leave credits for that month.

20.4.2 Longevity/Continuous Service Employees who receive workers' compensation payment for 30 or more days in a fiscal year will have their longevity and eligibility date adjusted by the number of days spent on workers' compensation.

20.4.3 Employees who are on workers' compensation for an entire year will not be eligible for 2 personal days for that fiscal year.

20.4.4 An employee who would lose accumulated vacation credit because of workers' compensation status shall be allowed to carry forward all current accumulated vacation leave.

20.4.5 Members of the bargaining unit on long term workers' compensation status may be required to utilize accumulated leave time to make up the difference between the workers' compensation amount and the employees' regular base pay if the employee fails to make health insurance premium payment in a timely manner.

ARTICLE 21

GRIEVANCE AND ARBITRATION PROCEDURE

21.1 A grievance is a violation of the contract relating to wages, hours, terms and conditions of employment, which has not been resolved to the employee's satisfaction or through informal discussion with his or her immediate supervisor.

21.2 Any employee may use this grievance procedure with or without assistance but no grievance settlement made as a result of an individual processed grievance shall contravene any provision of this Agreement. The Association shall have the right to be present at any grievance meeting between the parties.

21.3 Grievances shall be processed as follows:

21.3.1 Grievances shall be designated as a Classification "A" grievance or Classification "B" grievance. A Classification "A" grievance is one involving the termination of an employee in the bargaining unit. All other grievances shall be designated as Classification "B" grievances.

Classification "A" and "B" grievances shall proceed through the grievance procedure as hereinafter set forth. Only Classification "A" grievances may be the subject of arbitration, as set forth below.

In all Classification "B" grievances, the decision of the JRC or the Personnel Board, as appropriate shall be final and binding upon the parties.

21.3.2 Step 1. The employee, with or without the representation, shall present the grievance in writing to the employee's department manager or his/her designee, within five (5) working days of the date of the grievance or the employee's first knowledge of its occurrence. The department manager or his/her designee shall attempt to adjust the matter and shall respond in writing to the employee within five (5) working days.

21.3.3 Step 2. If the grievance has not been settled at Step 1, it shall be presented to the Director of Human Resources in writing within three (3) working days after the supervisor's response is due. The Director of Human Resources shall respond to the employee or to the Association in writing within five (5) working days of his receipt of the grievance from the employee or the Association.

21.3.4 Step 3. If the grievant remains dissatisfied with the decision of the Director of Human Resources, (Step 2), the grievance may be presented to the Personnel Board in writing within five (5) working days after the response of the Director of Human Resources is due. If, after its own investigation, the Personnel Board disagrees with the decision of the Director of Human Resources, it will convene a meeting of the Joint Resolution Committee (JRC) within fourteen (14) working days after receipt by the Personnel Board of the grievance. The JRC will be comprised of two (2) members of the Personnel Board and the Town Manager. The JRC shall make its findings within fourteen (14) working days after being convened. Two affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources

21.4 If a Classification "A" grievance is still unsettled, the Association may, within fifteen (15) calendar days after the reply of the Personnel Board is due, by written notice to the other party, request arbitration.

21.5 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association.

21.6 The arbitrator shall have the authority to settle only disputes defined herein. Any grievance appealed to an arbitrator over which he/she has no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to take any action to prevent the Town and the Association from settling by mutual agreement prior to final decision, any grievance submitted to arbitration hereunder. The decision of the arbitrator shall be final and binding upon the parties. Expenses for the arbitrator's service shall be shared equally by the parties.

21.7 In order for an arbitrator to have jurisdiction over any grievance involving allegations of discrimination which may also be subject to charges before the EEOC, MCAD, or any other federal, state or local agency having jurisdiction over such discrimination or fair employment practices, the employee shall sign a written election of remedies electing arbitration as the exclusive forum for determining such issues and shall thereby waive all other remedies or causes of action for such claim.

ARTICLE 22

COMPENSATION PLAN

22.1 Employees shall be classified and compensated in accordance with the terms of this Agreement. Incorporated into this Agreement and attached thereto as Appendix A and B are Classification and Pay Plans.

22.2 Satisfactory Performance Step Increases

22.2.1 Performance step increases occur when an employee meets all the criteria established through the annual performance evaluation as evidenced by a satisfactory performance review. Satisfactory performance step increases shall be granted on the anniversary of the date of hire or the adjusted step date. Progression through the rate ranges are neither mandatory nor automatic, but are on the basis of merit and ability as recommended by the employee's supervisor and approved by the Town Manager.

22.2.2 The date that satisfactory performance step raises are granted may be adjusted by events such as promotion, reclassification, and unpaid leave as indicated in this agreement.

22.2.3 On or around July 1 of each year the Human Resources Department will provide department managers with a report of employee performance review dates which are pending or past due.

22.2.4 The Town reserves the right to establish a uniform review date for all members of the Association through negotiations with the Association.

22.3 Promotion For the purposes of this section, a promotion shall be defined as a change from a position of lower classification and compensation grade to a position in the same department and with similar work, but with greater responsibilities and in a higher classification and compensation grade. Employees who are promoted to a position of higher grade shall enter the new position at the minimum rate of the higher position's compensation range or the step rate in the higher position's compensation range immediately above their rate prior to promotion, whichever is higher. The effective date of the promotion becomes the employee's new anniversary date for the purpose of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of promotion if warranted by the employee's qualifications and performance.

22.4 Transfer An employee who transfers to a position of equal grade shall enter the new position at the same step as his/her prior position, and shall retain the same step date for the purposes

of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of the transfer if warranted by the employee's qualifications and past performance. If one or more steps are granted by the Town Manager, the date of transfer shall become the employee's step date for the purposes of future satisfactory performance step increases.

22.5 Reclassification For the purposes of this section, a reclassification shall be defined as a change in the title or compensation level resulting from the change in duties of the incumbent. When any position is reclassified within the Compensation Schedules, the incumbent in that position at the time of reclassification shall be paid at the minimum rate of the higher position's compensation range or the step rate in the higher position's compensation immediately above their rate prior to reclassification, whichever is higher. The effective date of the reclassification becomes the employee's new anniversary date for the purposes of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of reclassification if warranted by the employee's qualifications and performance.

22.6 In the event an employee is demoted to a lower grade he or she will receive the maximum rate of the lower grade or his/her own rate at the time of demotion, whichever is less.

22.7 Newly hired employees will begin employment at Step 1 unless otherwise approved by the Town Manager whose decision shall not be grievable. The Town Manager may adjust the starting rate of compensation for any position up to two (2) compensation grades, where such adjustment is deemed necessary to recruit and retain qualified employees in accordance with prevailing market conditions, or where such position requires unique technical skills not adequately provided for by the minimum entrance rate.

22.8 Merit

22.8.1 Merit Step Increase At the written request of the department manager, the Town Manager may grant an additional step or steps at the conclusion of the probationary period or at the time of the annual performance review if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department. The date of the additional step or steps shall become the employee's anniversary date for the purposes of future satisfactory performance step increases.

22.8.2 Merit Bonus At the written request of the department manager, or three Town employees, the Town Manager may grant a one-time Merit Bonus in an amount not to exceed \$1,800 per fiscal year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department.

22.8.3 Merit Raise At the written request of the department manager, or three Town employees, the Town Manager may grant a merit increase in an amount not to exceed 3% of base pay in any one year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department. Approved merit raises shall be granted to

employees who have been at maximum for at least one year. No employee shall be granted a merit raise in excess of the merit step set forth in the compensation plan, such step to be 10% of the maximum step in the applicable pay grade.

22.8.4 All of the provisions listed above shall be subject to sufficient appropriation. If the Town Manager approves a request in accordance with this article and funding is not sufficient in whole or in part in the department's salary line item, the Town Manager will recommend at a Special Town Meeting a transfer of funds from another one of the department's line items or another department's line item, to fund such merit payment.

22.8.5 Upon request, the Human Resources Department will provide the ITWA President or his or her designee with a report of merit bonuses and raises granted in accordance with this section.

22.9 401A Retirement Plan Effective January 1, 2009, the Town will contribute up to \$500 annually in a two for one match (e.g. for every \$2 contributed by the employee, the Town will contribute \$1 to a 401A Deferred Compensation Plan.) Effective January 1, 2013, the Town will contribute up to \$1,000 annually in a two for one match to a 401A Deferred Compensation Plan.

ARTICLE 23

LONGEVITY

23.1 There shall be added to the annual compensation of each regular full-time and regular part-time employee hired prior to July 1, 2005 the sum of two hundred dollars (\$200.00) after the completion of each and every five years of continuous employment. For regular part-time employees hired after July 1, 2000 and prior to July 1, 2005, any longevity payments granted under the terms of this policy will be pro-rated on the basis that their part-time services bears to full-time service.

23.2 Employees completing twenty (20) years of continuous employment as of June 30, 2005 are considered "grandfathered" and shall receive one percent (1%) of base salary for each and every five (5) years of employment in lieu of the two hundred dollars (\$200) set forth in section 23.1.

23.3 Longevity Payment

23.3.1 Eligible employees will be granted a longevity payment in a lump sum on the anniversary date of employment or eligibility, subject to adjustment for unpaid leaves of absence or in accordance with applicable provisions of the Agreement.

23.3.2 During the first year of implementation, the employee shall continue to receive the weekly longevity distribution up to the anniversary date, at which time he/she will be granted the lump sum bonus. The weekly longevity distribution will be discontinued at that time.

23.3.3 Interruption of employment for the purpose of performing military service under orders shall not be deemed a break in continuous employment with the Town for the purpose of determining longevity eligibility, provided that no employment other than military service

under orders is entered into during the period of interruption, and that the employee returns to Town service within thirty (30) days after honorable discharge from active military service, or immediately upon release from reserve duty.

23.4 Employees who leave Town service in good standing and who return within two years to be members of the bargaining unit, and employees who transfer into the bargaining unit, will be entitled to receive credit for prior service for the purpose of calculating continuous service for longevity upon the recommendation of the department manager and Director of Human Resources with the approval of the Town Manager. The length of the absence, if any, shall not be included in the calculation of continuous service.

ARTICLE 24 **PERFORMANCE EVALUATION**

24.1 An annual evaluation of the performance of every employee in the Association shall be made on such form and at such time as the Town Manager may require. Annual evaluations shall be included in the centralized personnel file.

ARTICLE 25 **PAYMENT FOR ABSENCE DUE TO WEATHER OR EMERGENCY**

25.1 Only employees who report to work for their scheduled hours during inclement weather or other emergency shall be paid, except as provided by Section 24.2.

25.2 In cases where the determination to close a municipal building (non-school building) during inclement weather or other emergency has been made by the Town Manager, or her/his designee, employees who report to work and are dismissed, or who are notified prior to reporting to work, due to weather conditions or other emergency, will receive regular pay for their normally scheduled work hours for which the building was closed.”

25.3 Any non-exempt employee who is required by his/her department manager to remain at work after the decision has been made to close the all municipal (non-school) buildings shall receive payment of time and one half his/her regular rate of pay for those hours worked.

25.4 When the Town Hall or other facility remains open, but a so-called skeleton or limited work force is designated by the Town Manager, non-exempt employees who are required to work when other employees are released will be entitled to receive banked compensatory time at the rate of time and one half for all hours worked after the designation, in addition to their regular pay for that day.

ARTICLE 26 **SEPARABILITY AND SUBORDINATION TO EXISTING LAW**

26.1 Should any of the provisions of this Agreement become invalid or should their efficacy become doubtful or questionable because of existing Federal or State Legislation, a Town Charter, or regulation, a decision by a court of competent jurisdiction; the remainder of this Agreement shall not be affected thereby.

26.2 In the event that this Agreement or any part or provision thereof conflicts with any State or Federal law, this Agreement or any such part or provision thereof shall be subordinate to any such State or Federal Law, as long as such conflict remains.

Nothing in this Agreement shall diminish the authority and power of any Retirement Board or Personnel Board established by law.

ARTICLE 27

CAFETERIA PLAN

27.1 Cafeteria Plan The Town shall institute a so called "cafeteria plan" in compliance with state law and the Internal Revenue Code. Members of the bargaining unit will not be required to pay the administrative fee for participation in the Cafeteria Plan effective January 1, 2012. The Town, at its sole option, may terminate said cafeteria plan on a Town-wide basis, with 60 days' notice. The plan shall be implemented by July 1, 1990 or as soon thereafter as may be reasonably possible.

ARTICLE 28

MISCELLANEOUS PROVISIONS

28.1 Bulletin Board The Association and the Town Manager will agree on the locations of bulletin boards for the purpose of the Association's posting pre-approved information for its members. All postings must be submitted to the Director of Human Resources and approved by the Town Manager in advance of posting.

28.2 Probationary Period

28.2.1 All newly hired employees shall be required to serve a six (6) month probationary period. Prior to the conclusion of the probationary period, each employee's performance will be evaluated on such form as the Town Manager may require, for inclusion in the central personnel file.

28.2.2 Upon receipt of a written request from the department manager, the Town Manager may extend the probationary period up to an additional six months if the initial evaluation of the probationary employee is unsatisfactory. A second probationary evaluation will then be required prior to the expiration of the extended probationary period.

28.2.3 Employment may be terminated at any time during the probationary period. Employees shall not be entitled to utilize the grievance procedure outlined in Article 18 herein during the probationary period.

28.3 Non-Discrimination Neither party will discriminate against any employee or applicant for employment by reason of his or her race, sex, age, color, religion, national origin, sexual orientation, or disability.

28.4 Clothing

28.4.1 The Environmental Health Agent in the Health Department will be eligible for reimbursement for work boots and/or other suitable work clothes in an amount not to exceed \$100 per fiscal year. The final decision as to what articles of clothing may be purchased will be made by the department manager.

28.4.2 Boots or other suitable work clothes that are rendered unfit in the line of duty may be replaced prior to normal replacement time with the approval of the Town Manager, subject to adequate appropriation.

28.5 Town Vehicle Use Incorporated herein by reference and considered an integral part thereof is the Town of Needham Municipal Vehicle Use Policy dated March 11, 1997.

28.6 Employee Assistance Program (EAP) The Association agrees to and supports efforts to utilize the Town's Employee Assistance Program as a means to resolve issues in the workplace. It is the parties' expectation that the EAP will be used as a resource to assist employees in need.

28.7 Workplace Violence Policy The Association agrees to implement and incorporate by reference the Needham Workplace Violence Policy, dated March 19, 2003.

28.8 Recall.

28.8.1 In the event of a layoff within the Association, the Town will maintain a recall list for up to one (1) year from the effective date of the layoff. In the event the position is re-instated, members of the bargaining unit laid off shall be recalled into the same position.

28.8.2 Employees who are serving during a probationary period when a layoff occurs will not be eligible for the recall list.

28.8.3 In the event of a recall, leaves and other benefits will be adjusted for employees recalled based on the period of the layoff.

28.9 Health Insurance

28.9.1 All members of the bargaining unit who are enrolled in a Town-sponsored HMO/EPO plan will be required to participate in the so-called Rate Saver plans effective January 1, 2012 under the following conditions:

- a. Traditional HMO/EPO plans will no longer be available for participation by members of the bargaining unit.
- b. The Town will provide a Health Reimbursement Arrangement (HRA) Program in fiscal years 2012, 2013 and 2014 in an amount not to exceed \$36,000 for the three year period. The HRA program will expire on June 30, 2014, or sooner if the \$36,000 allocation is exhausted.

c. Members of the Association will be eligible for reimbursement for qualified expenses consisting of office visits/primary care office visits/specialist, emergency room visits, in-patient hospitalization, same day surgery, diagnostic imaging, prescription drugs/retail and prescription drugs/mail order. Employees will be eligible for reimbursement only for the difference between their current co-payment and the co-payment of the Rate Saver plan.

d. Members of the Association will be eligible for reimbursement for qualified expenses at the following thresholds:

Individual Plan:	Expenses incurred from \$351 up to \$2,000
Family Plan:	Expenses incurred from \$1,051 up to \$4,000

e. The Town will not be obligated to pay more than \$36,000 for the HRA program. In the event that expenses in the first or second year exceed the \$12,000 per year target, the Town and the Association will meet to determine legal options for continuing the program.

28.10 Direct Deposit The Town is authorized to require that all bargaining unit members participate in a mandatory direct deposit program once all Town (non-School) employees are required to do so on a Town-wide basis.

ARTICLE 29

ACTING PAY

29.1 Employees shall be compensated for assuming, on a temporary basis, some or all of the duties of another position from which an incumbent is absent, when all of the following conditions have been met:

29.1.1 the employee is assigned by the department manager or Town Manager to perform a majority of the significant duties of a budgeted, higher paid position from which an incumbent is absent;

29.1.2 the duties of the higher paid position are assigned to, and performed by, the designated employee for fifteen (15) or more consecutive work days; and

29.1.3 the assignment is approved by the Town Manager.

29.2 Employees who perform the duties of a higher paid position under the above provision shall receive acting pay beginning on, or retroactive to, the first day of the assignment.

29.3 Employees shall be paid acting pay at the first step of the compensation grade of the position being filled, or that rate which is at least one step (3.6%) higher than the employee's current rate of pay, whichever is greater. In no case shall an employee receive a salary greater than the top step of the salary range of the higher classification.

29.4 Acting pay may not be requested by the department manager if the departmental budget has insufficient appropriation to meet the expense.

29.5 Acting pay may be requested by the department manager for absence due to termination or extended leave, whether paid or unpaid, if sufficient appropriation exists.

29.6 If insufficient appropriation exists, the department manager must either distribute the responsibilities evenly among several employees or assume the majority of the responsibilities him/her-self.

29.7 Acting pay shall not be authorized for employees in Grade TS5 and below to assume the responsibilities of vacant management-level positions. In exceptional circumstances, the Town Manager may authorize the payment of acting pay for employees in Grade TS5 and below.

29.8 Acting pay may be approved by the Town Manager for partial absences when the incumbent of the higher rated position is absent from his/her position for more than 50% of his/her regularly scheduled hours for more than fifteen (15) working days.

29.9 In the case of partial acting pay, the employee shall be compensated at the authorized higher rate only for that portion of the regularly scheduled hours that the incumbent of the higher paid position is absent.

29.10 Acting pay shall not apply to any paid leave taken or accrued during the assignment.

29.11 Any employee serving in an acting capacity under this section, and receiving acting pay, who is then promoted to the position he/she is acting in, will have his/her step date adjusted to the date he/she began receiving acting pay for the position. To qualify under this section, an individual will have to have been in the acting capacity and receiving acting pay for at least 30 calendar days. Employees promoted, transferred or reclassified in accordance with Section 21.3, 21.4, or 21.5 above the minimum step will not be eligible under this section.

ARTICLE 30 **DURATION OF CONTRACT**

This Agreement shall continue in full force and effect to midnight June 30, 2011 and shall be subject to renegotiation for the period beginning July 1, 2011, as hereinafter provided. Until such time as the Town and the Association renegotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect. Should either or both parties desire to negotiate a new collective agreement for the succeeding year, such party or parties shall, not less than 6 months prior to the expiration date of this Agreement, give notice in writing to the other party.

Upon receipt of such notice the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or the Association from modifying any proposals made during the course of the negotiations.

IN WITNESS WHEREOF, the Town has caused this instrument to be duly executed by its authorized designees and the Association has caused this instrument to be signed by its proper officers hereunto duly authorized, this 18th day of September, 2012

Town of Needham

Kate Fitzpatrick
Town Manager

Date: 9-18-12

Independent Town Workers' Association

Karen Peier Shop Steward
Donna Carmichael - Assistant Shop Steward

Date: September 11, 2012

Board of Selectmen

[Signature]
[Signature]
[Signature]
[Signature]

Date: 9-18-12

Approved as to form:

[Signature]
David Tobin, Town Counsel

Date: 9/20/12

APPENDIX A
Needham Independent Town Workers' Association
Classification Plan

Only those positions budgeted for twenty (20) hours or more per week for more than six months are included in the bargaining unit as follows:

Title	Grade
Administrative Assistant	TS-3
Administrative Coordinator	TS-4
Administrative Specialist	TS-4
Assistant Assessor	PT-4
Assistant Director, Park & Recreation	PT-4
Associate Director, COA	PT-4
Computer Operator	PT-1
Data Collector	PT-1
Department Assistant 1	TS-1
Department Assistant 2	TS-2
Department Specialist	TS-3
Environmental Health Agent	PT-5
Fire Director of Administrative Services	PT-5
GIS Administrator	PT-5
Network Administrator	PT-4
Outreach Worker	PT-2
Programmer/Computer Operator	PT-3
Public Health Nurse	PT-5
Recreation Supervisor	PT-2
Retirement Specialist	PT-4
Senior Administrative Coordinator	TS-5
Senior Network Administrator	PT-6
Social Worker	PT-3

APPENDIX B
Needham Independent Town Workers' Association
Compensation Plan

FY 2012

Professional and Technical Salary
Schedule/ITWA
Effective July 1, 2011

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT-8	60,332	62,500	64,754	67,082	69,498	71,997	74,589	72,278	78,825
PT-7	56,350	58,379	60,481	62,659	64,911	67,249	69,670	72,178	73,622
PT-6	52,639	54,535	56,498	58,531	60,641	62,824	65,087	67,426	68,776
PT-5	50,508	52,323	54,207	56,161	58,178	60,274	62,445	63,694	64,968
PT-4	45,133	46,760	48,442	50,185	51,991	53,864	55,803	57,812	58,969
PT-3	40,338	41,787	43,291	44,847	46,465	48,139	49,870	51,665	53,786
PT-2	38,712	40,105	41,549	43,044	44,595	46,197	47,862	49,584	50,577
PT-1	33,625	34,803	36,030	37,303	38,618	39,981	41,392	42,853	44,461

Professional and Technical Salary
Schedule/ITWA
Group TH - 37.5 Hours per Week
Effective July 1, 2011

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT-8	30.9389	32.0514	33.2070	34.4008	35.6401	36.9213	38.2510	39.6299	40.4230
PT-7	28.8975	29.9381	31.0159	32.1327	33.2877	34.4869	35.7282	37.0143	37.7547
PT-6	26.9943	27.9666	28.9735	30.0161	31.0977	32.2174	33.3781	34.5775	35.2696
PT-5	25.9016	26.8321	27.7985	28.8007	29.8349	30.9095	32.0231	32.6635	33.3167
PT-4	23.1450	23.9793	24.8418	25.7361	26.6618	27.6227	28.6167	29.6472	30.2405
PT-3	20.6859	21.4291	22.2007	22.9987	23.8283	24.6867	25.5746	26.4950	27.5826
PT-2	19.8525	20.5666	21.3071	22.0738	22.8692	23.6910	24.5444	25.4279	25.9368

PT-1	17.2434	17.8475	18.4768	19.1296	19.8041	20.5029	21.2265	21.9763	22.8005
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Professional and Technical Salary
Schedule/ITWA
Group TH - 37.5 Hours per Week
Effective January 1, 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT-8	60,934	63,125	65,401	67,752	70,193	72,717	75,335	78,051	79,613
PT-7	56,914	58,963	61,086	63,285	65,560	67,922	70,367	72,900	74,358
PT-6	53,165	55,080	57,063	59,117	61,247	63,452	65,738	68,100	69,463
PT-5	51,013	52,846	54,749	56,723	58,760	60,876	63,069	64,331	65,617
PT-4	45,584	47,227	48,926	50,687	52,510	54,403	56,361	58,390	59,559
PT-3	40,741	42,205	43,724	45,296	46,930	48,620	50,369	52,182	54,324
PT-2	39,099	40,506	41,964	43,474	45,041	46,659	48,340	50,080	51,083
PT-1	33,961	35,151	36,391	37,676	39,004	40,381	41,806	43,283	44,906

Professional and Technical Salary
Schedule/ITWA
Group TH - 37.5 Hours per Week
Effective January 1, 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT-8	31.2483	32.3719	33.5391	34.7448	35.9965	37.2905	38.6335	40.0262	40.8272
PT-7	29.1865	30.2375	31.3261	32.4540	33.6206	34.8318	36.0855	37.3844	38.1322
PT-6	27.2642	28.2463	29.2632	30.3163	31.4087	32.5396	33.7119	34.9233	35.6223
PT-5	26.1606	27.1004	28.0765	29.0887	30.1332	31.2186	32.3433	32.9901	33.6499
PT-4	23.3765	24.2191	25.0902	25.9935	26.9284	27.8989	28.9029	29.9437	30.5429
PT-3	20.8928	21.6434	22.4227	23.2287	24.0666	24.9336	25.8303	26.7600	27.8584
PT-2	20.0510	20.7723	21.5202	22.2945	23.0979	23.9279	24.7898	25.6822	26.1962
PT-1	17.4160	18.0262	18.6618	19.3211	20.0023	20.7081	21.4390	22.1963	23.0287

Administrative/Support Salary Schedule/ITWA
Effective July 1, 2011

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
TS-5	41,853	43,108	44,401	45,734	47,105	48,519	49,974	51,474	53,017
TS-4	38,283	39,432	40,615	41,833	43,088	44,381	45,712	47,084	48,496
TS-3	34,193	35,218	36,276	37,364	38,484	39,639	40,828	42,053	43,314
TS-2	31,783	32,736	33,718	34,730	35,771	36,844	37,951	39,089	40,261
TS-1	28,165	29,010	29,879	30,777	31,698	32,650	33,630	34,639	35,677

Administrative/Support Salary Schedule/ITWA
Group TH 37.5 Hours per Week
Effective July 1, 2011

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
TS-5	21.4630	22.1065	22.7697	23.4534	24.1563	24.8820	25.6279	26.3967	27.1883
TS-4	19.6323	20.2214	20.8279	21.4528	22.0964	22.7594	23.4424	24.1455	24.8698
TS-3	17.5347	18.0605	18.6030	19.1610	19.7356	20.3275	20.9374	21.5655	22.2126
TS-2	16.2991	16.7879	17.2913	17.8102	18.3445	18.8945	19.4619	20.0454	20.6466
TS-1	14.4435	14.8764	15.3228	15.7830	16.2559	16.7437	17.2460	17.7634	18.2959

Administrative/Support Salary Schedule/ITWA
Group TH 37.5 Hours per Week
Effective January 1, 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
TS-5	42,271	43,539	44,845	46,191	47,576	49,005	50,474	51,988	53,547
TS-4	38,666	39,826	41,021	42,251	43,519	44,825	46,170	47,555	48,981
TS-3	34,535	35,570	36,639	37,738	38,869	40,035	41,236	42,473	43,748
TS-2	32,101	33,064	34,055	35,077	36,129	37,213	38,330	39,479	40,663
TS-1	28,446	29,299	30,178	31,085	32,016	32,977	33,966	34,985	36,034

Administrative/Support Salary Schedule/ITWA
Group TH 37.5 Hours per Week
Effective January 1, 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
TS-5	21.6776	22.3276	22.9974	23.6879	24.3979	25.1308	25.8842	26.6607	27.4602
TS-4	19.8286	20.4236	21.0362	21.6673	22.3174	22.9872	23.6768	24.3870	25.1185
TS-3	17.7100	18.2411	18.7890	19.3526	19.9330	20.5308	21.1468	21.7812	22.4347
TS-2	16.4621	16.9558	17.4642	17.9883	18.5279	19.0834	19.6565	20.2459	20.8531
TS-1	14.5879	15.0252	15.4760	15.9408	16.4185	16.9111	17.4185	17.9410	18.4789

FY 2013

Professional and Technical Salary Schedule/ITWA

Group TH - 37.5 Hours per Week

Effective July 1, 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT-8	62,153	64,388	66,709	69,107	71,597	74,171	76,842	79,612	81,205
PT-7	58,052	60,142	62,308	64,551	66,871	69,280	71,774	74,358	75,845
PT-6	54,229	56,182	58,205	60,299	62,472	64,721	67,053	69,462	70,853
PT-5	52,033	53,903	55,844	57,857	59,935	62,094	64,331	65,617	66,930
PT-4	46,496	48,172	49,904	51,701	53,561	55,491	57,488	59,558	60,750
PT-3	41,556	43,049	44,599	46,202	47,868	49,593	51,377	53,226	55,410
PT-2	39,881	41,316	42,804	44,344	45,942	47,593	49,307	51,082	52,104
PT-1	34,640	35,854	37,118	38,430	39,785	41,188	42,642	44,148	45,804

Professional and Technical Salary
Schedule/ITWA

Group TH - 37.5 Hours per Week

Effective July 1, 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT-8	31.8733	33.0194	34.2099	35.4397	36.7164	38.0363	39.4062	40.8267	41.6438

PT-7	29.7702	30.8422	31.9526	33.1031	34.2930	35.5284	36.8072	38.1321	38.8949
PT-6	27.8095	28.8112	29.8485	30.9226	32.0369	33.1904	34.3861	35.6217	36.3347
PT-5	26.6838	27.6424	28.6380	29.6705	30.7359	31.8430	32.9902	33.6499	34.3229
PT-4	23.8440	24.7035	25.5920	26.5133	27.4670	28.4569	29.4809	30.5425	31.1538
PT-3	21.3106	22.0763	22.8712	23.6933	24.5479	25.4322	26.3470	27.2951	28.4156
PT-2	20.4520	21.1877	21.9506	22.7404	23.5598	24.4065	25.2856	26.1958	26.7201
PT-1	17.7643	18.3867	19.0350	19.7075	20.4023	21.1223	21.8678	22.6402	23.4893

Administrative/Support Salary Schedule/ITWA

Group TH 37.5 Hours per Week

Effective July 1, 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
TS-5	43,117	44,410	45,742	47,115	48,527	49,985	51,484	53,028	54,618
TS-4	39,439	40,623	41,841	43,096	44,389	45,722	47,093	48,506	49,961
TS-3	35,225	36,282	37,371	38,492	39,647	40,836	42,061	43,323	44,623
TS-2	32,743	33,725	34,736	35,779	36,852	37,957	39,097	40,269	41,477
TS-1	29,015	29,885	30,782	31,706	32,656	33,636	34,645	35,685	36,754

Administrative/Support Salary Schedule/ITWA

Group TH 37.5 Hours per Week

Effective July 1, 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
TS-5	22.1112	22.7741	23.4573	24.1617	24.8858	25.6334	26.4019	27.1939	28.0094
TS-4	20.2252	20.8321	21.4569	22.1007	22.7637	23.4469	24.1504	24.8747	25.6209
TS-3	18.0642	18.6059	19.1648	19.7397	20.3316	20.9414	21.5697	22.2168	22.8834

TS-2	16.7913	17.2949	17.8135	18.3481	18.8985	19.4651	20.0496	20.6508	21.2701
TS-1	14.8797	15.3257	15.7855	16.2596	16.7468	17.2494	17.7668	18.2999	18.8484

FY 2014

Professional and Technical Salary Schedule/ITWA
Group TH - 37.5 Hours per Week
Effective July 1, 2013

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT-8	63,707	65,997	68,377	70,835	73,387	76,025	78,763	81,602	83,235
PT-7	59,503	61,646	63,865	66,165	68,543	71,012	73,568	76,217	77,741
PT-6	55,584	57,586	59,660	61,807	64,034	66,339	68,729	71,199	72,624
PT-5	53,334	55,250	57,240	59,304	61,433	63,646	65,939	67,258	68,603
PT-4	47,658	49,376	51,152	52,994	54,900	56,878	58,925	61,047	62,269
PT-3	42,595	44,125	45,714	47,357	49,065	50,833	52,661	54,556	56,796
PT-2	40,879	42,349	43,874	45,452	47,090	48,782	50,540	52,359	53,407
PT-1	35,506	36,750	38,046	39,390	40,779	42,218	43,708	45,252	46,949

Professional and Technical Salary
Schedule/ITWA
Group TH - 37.5 Hours per Week
Effective July 1, 2013

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PT-8	32.6701	33.8448	35.0651	36.3257	37.6343	38.9872	40.3913	41.8474	42.6849
PT-7	30.5145	31.6133	32.7514	33.9307	35.1503	36.4166	37.7274	39.0854	39.8673
PT-6	28.5048	29.5315	30.5947	31.6957	32.8378	34.0201	35.2458	36.5123	37.2431
PT-5	27.3509	28.3335	29.3540	30.4122	31.5043	32.6390	33.8150	34.4912	35.1809

PT-4	24.4401	25.3211	26.2318	27.1762	28.1537	29.1683	30.2179	31.3061	31.9326
PT-3	21.8434	22.6282	23.4429	24.2856	25.1616	26.0680	27.0056	27.9775	29.1260
PT-2	20.9633	21.7174	22.4993	23.3089	24.1488	25.0166	25.9178	26.8507	27.3881
PT-1	18.2084	18.8464	19.5109	20.2002	20.9124	21.6503	22.4145	23.2062	24.0765

Administrative/Support Salary Schedule/ITWA
Group TH 37.5 Hours per Week
Effective July 1, 2013

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
TS-5	44,195	45,520	46,885	48,293	49,741	51,235	52,771	54,354	55,984
TS-4	40,425	41,638	42,887	44,174	45,499	46,865	48,271	49,718	51,210
TS-3	36,106	37,189	38,306	39,455	40,638	41,857	43,112	44,406	45,738
TS-2	33,562	34,568	35,605	36,673	37,773	38,906	40,074	41,276	42,514
TS-1	29,741	30,632	31,551	32,499	33,473	34,477	35,511	36,577	37,673

Administrative/Support Salary Schedule/ITWA
Group TH 37.5 Hours per Week
Effective July 1, 2013

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
TS-5	22.6640	23.3435	24.0438	24.7657	25.5080	26.2743	27.0619	27.8737	28.7096
TS-4	20.7308	21.3529	21.9933	22.6532	23.3328	24.0331	24.7541	25.4966	26.2614
TS-3	18.5159	19.0711	19.6439	20.2332	20.8399	21.4649	22.1090	22.7722	23.4555
TS-2	17.2111	17.7273	18.2588	18.8068	19.3710	19.9517	20.5509	21.1670	21.8019
TS-1	15.2517	15.7088	16.1802	16.6661	17.1655	17.6806	18.2110	18.7574	19.3196

Appendix C
**NITWA/Union Dues/Agency Fee
Authorization for Payroll Deduction**

Name of Employee

Department/Division

Effective _____ I hereby request and authorize you to deduct from my earnings each pay period, the amount of \$ _____. This amount shall be paid to the Treasurer of LIUNA Local 1116, and represents payment of my Association dues OR Agency Fee (please circle one).

These deductions may be terminated by me by giving you a sixty (60) days written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

Date